

OAK HILL MEMORIAL PARK
300 Curtner Avenue • San Jose, CA 92125 • (408) 297-2447

CERTIFICATE OF INTERMENT RIGHTS

Nº 427577

COUNTY OF: Santa Clara

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, the Grantor, a corporation fully qualified and authorized to transact business in the above-mentioned state, in consideration of payment of the full purchase price, receipt of which is hereby acknowledged, does hereby grant and convey unto

Rene A. Apelo and Flora Tarcila E. Apelo (148267)

2519 Alveswood Circle San Jose CA 95131

as Grantee, for interment purposes only, subject to the conditions, reservations, restrictions and Rules and Regulations set forth herein, the following interment rights situated in the above-named cemetery described as

Silayan Garden Lot 1633 Grave 1 (DOUBLE DEPTH LAWN CRYPT)

according to a map of the said cemetery located in the office of the above named cemetery.

That this conveyance, and all right, title and interest hereby conveyed in the interment rights above described, is subject to all governing laws and ordinances, and to the following conditions, reservations and restrictions. By acceptance hereof, the Grantee covenants and agrees that:

(a) No transfer, conveyance or assignment of any interest or rights acquired by Grantee shall be valid without the written consent of Grantor and being thereafter recorded on its books.

(b) No inscription, alteration or ornamentation, monument or other memorial, tree, plants, objects or embellishments of any kind shall be placed upon, altered or removed from any property associated with the above-described interment rights by the Grantee without the written consent of Grantor. All grading, landscape work and improvements of any kind, and all care on any property associated with the above-described interment rights, shall be done, all trees and plants of any kind shall be planted, trimmed or removed, and all interments, disinterments and removals shall be made only by Grantor. All interments shall be made subject to the use of the type of outer burial container as shall be designated by Grantor in its Rules and Regulations.

(c) Grantor, at the expense of Grantee and as a charge against the above-described interment rights, may repair or remove any monument or other memorial which is improper or offensive or which has become dangerous or dilapidated; and may remove any tree, flower or plant, or other object or embellishment that becomes unsightly or dangerous.

(d) Grantor shall not be liable for loss or damage caused by an act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, unavoidable accidents, riot or order of military or civil authority, or other acts or events beyond Grantor's control.

(e) The enumeration herein of certain conditions, reservations and restrictions shall not be considered as the only limitations, but the Grantee's interest and rights shall be limited by and subject to the Rules and Regulations and By-Laws of Grantor now existing or which may be by it hereafter adopted either by amendment, alteration or the adoption of new Rules and Regulations and By-Laws. These Rules and Regulations and By-Laws are on file for inspection in Grantor's office and are specifically referred to and incorporated herein as if set forth in full.

(f) The Grantor agrees to provide endowment care as required by applicable law and as defined in its Rules and Regulations, without further charge.

(g) In the event this certificate is issued prior to the time the property associated with the within-described interment rights has been developed, the Grantor may, with the consent of Grantee, and at no increase in price, permanently transfer Grantee's interment rights to reasonably comparable developed interment property, or temporarily transfer such rights to reasonably comparable interment property, until such time as construction is completed.

All the above conditions, reservations and restrictions are binding upon Grantee, and Grantee's heirs, devisees, executors, administrators and assigns, and are enforceable only by Grantor or its successors in interest. Nothing herein contained shall be deemed to restrict the use of any portion of the cemetery other than that herein conveyed to Grantee.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed in its name by its duly authorized representatives this 30th day of September, 2005.

OAK HILL IMPROVEMENT COMPANY
dba OAK HILL MEMORIAL PARK

COA #469

BY:

Richard T. Jell
PRESIDENT

Judith M. Marshall
SECRETARY

Charles J. Jell
GENERAL MANAGER